

Deckard Property Management

Apartment Lease

This agreement made this 11TH day of AUGUST, 2017 between Deckard Property Management, the Agent, and TONI SNIPES (here after "Resident"). For consideration of the mutual management, the apartment located at: 615 W PRAIRIE #1.

| | | |
|--------------|------------|------------------|
| (Apartment#) | (Building) | (Street Address) |
| 1 | | 615 W PRAIRIE |
| (County) | (City) | (State, Zip) |
| | DECATUR | IL |

Known as 615 W PRAIRIE #1(hereafter "Apartment") under the terms and conditions, which follows:

Term

The term of this Apartment Lease shall be ONE YEAR beginning SEPTEMBER 1, 2017 and ending AUGUST 31, 2018.

Rent

Rent is payable monthly in advance on the 1st day of each month at the rate of FOUR HUNDRED EIGHTY FIVE (\$485.00) per month, hereby which during the term of this lease at the office Management, whose address is 3769 N. Woodford, Decatur, IL 62526, or such other place as Management may designate.

Late Charge

Time is of the essence for this Lease. If Management elects to accept rent paid after the 5th day of the month, a late charge of \$30.00 will be charged and due as additional rent.

Condition and Security Deposit

Resident has examined the Apartment and accepts it "as is", and agrees to keep it in good condition and returns it to Management at the end of this term in the same condition, normal wear and tear expected. As security for the return of the Apartment and payment of all rent. Resident herewith pays to Management the sum of \$300.00 as a Security Deposit as security for Resident's performance of the Apartment Lease and against any damages caused to the Apartment.

Taxes and Utilities

Management and Resident agree that taxes on the Apartment shall be included in the rent and that the cost of utilities serving the Apartment shall be paid as follows: Water paid by Management-hot water paid by Tenant-heating paid by Tenant-electricity paid by Tenant-gas paid by Tenant-sanitary charge paid by Management-(other): cable, phone, paid by Tenant.

Special Stipulations

This following stipulation shall control in the event of a conflict with any other portion of this Apartment Lease.

Possession

If Management is unable to deliver possession of the Apartment to Resident within 7 days of the commencement date of the term, the Resident may cancel and terminate this Apartment Lease upon written

notice to Management, whereupon neither party shall have liability to the other, and any sums paid under this Apartment Lease shall be refunded. Management shall not be liable to resident if unable to deliver possession of the Apartment on the commencement date of the term, but if Resident accepts late delivery, the rent shall be reduced on a daily basis to the date of actual possession. The term hereof shall not be extended by such late delivery.

Assignment and Subletting

Resident may not sublet the Apartment or assign this Apartment Lease without the prior written consent of Management which will not be unreasonably withheld. Management's consent to assignment or subletting shall not waive Management's right to refuse subsequent assignment or subletting, nor shall it release Resident from liability under this Apartment Lease.

Alterations and Improvements

Resident agrees not to make any alterations to the premises without prior written consent of Management. Any alterations made by resident shall remain upon and be surrendered at termination of this Apartment Lease.

Damage

If this Apartment or the Building in which it is located shall be partially damaged by Fire or otherwise repairs shall be made as speedily as possible. If in the Management's opinion the Apartment is damaged so extensively as to render the Apartment inhabitable the rent shall cease until such a time as the Apartment has been repaired. However, if Management shall decide not to rebuild then Management may option to terminate this Apartment Lease by giving Resident notice within reasonable time of such intent and the Apartment Lease shall expire at specified time and Resident shall surrender the Apartment to Management.

Condemnation

If all or any part of the Apartment shall be taken by any competent authority for any public or quasi-public purpose or use or a settlement or compromise in lieu thereof be made this Apartment Lease shall cease and terminate from the date when possession of the Apartment which is taken shall be required. Resident shall have no right to any damages awarded or settlement made.

Default

If rent or any other sum provided for herein shall be due and unpaid, or if there is a default in any of the other agreements contained herein, or if the Apartment shall be abandoned, deserted or vacated, or Resident attempts to move his possession from the Apartment, then Management shall have the right to reenter and repossess the Apartment and remove the occupants therefrom and thereafter relet the Apartment, all without notice to Resident, and to dispose of or store any property left in the Apartment by resident. Management may take possession of the Apartment without terminating this Apartment Lease in which event resident shall be liable for all damages, which Management shall sustain. Management shall be entitled as additional rent and damages to reasonable attorney's fees. In the event your account is past due it may be turned over to a collection agency. If your account is not paid in full and this account is turned over to a collection agency and/or attorney then you agree to be responsible for all reasonable fees necessary for the collection of the delinquent account including but not limited to collection agency fees of 50% of the balance due, and costs and reasonable attorney's fee of 33% of the balance.

Holdover

Resident shall deliver possession of the Apartment to Management at the expiration or termination of this Apartment Lease, shall have no rights in the premises thereafter, and shall be a tenant sufferance. Acceptance of rent after the expiration of this Apartment Lease shall not be considered as a renewal.

Liability

Management shall not be liable to Resident for any damage to Resident's person or property, or to Resident's agents, employees, guests, or entities toother than for Management's negligence, and Resident agrees to indemnify and to save Management harmless for all claims of any nature.

Right of Entry

Management or Management's representatives may enter the apartment during reasonable times for reasonable business purposes. If no one is in the apartment, the Management or Management's representatives may enter at reasonable times by duplicate or master key (or by other means if locks have changed in violation of this lease), if (1) written notice of such entry is left in the apartment immediately thereafter, and (2) such entry is for responding to Tenant(s) request; repairs; estimating repair or refurbishing costs; pest control; preventive maintenance; filter changes; retrieving unreturned tools or appliance; preventing waster of utilities; exercising contractual lien; leaving notices; removing or re-keying unauthorized locks or latches; removing unauthorized window coverings; retrieving property owned or leased by former Tenant(s); inspections when imminent danger to person or property is reasonably expected; showing apartment to prospective Tenant(s), (after move-out or vacate notice has been given); or showing apartment to inspectors, fire marshals, lender, Appraisers, prospective purchasers or insurance agents.

Subordination

This Apartment Lease is subject and sub ordiance to the lien of all mortgages, now or hereafter, placed on any part of Managements property which includes the Apartment, to any extension and renewal thereof and to the advances and/or hereafter made on the security thereof. Resident agrees upon request to execute such instrument evidencing subordination as Management may request and if Resident fails to do so Resident hereby irrevocably empowers Management to do so in the name of Resident.

Rules and Regulations

Resident agrees that Resident, other authorized occupants, and Resident's guests will comply with the occupancy Rules and Regulations. A copy of which is furnished to Resident and which Management may from time to time hereafter reasoably make.

Notice

Any notice to Resident addressed in the Apartment and to Management at the address above shall be sufficient, if in writing and delivered in person or by certified mail.

Memorandum

Should either Management or Resident desire, the other party will execute a memorandum on this Apartment Lease in a form suitable for.

Severability

If any part of this Apartment Lease shall be construed to be unenforceable the remaining parts shall remain in full force and in effect as though any unenforceable part were not written into this Lease.

Nondiscrimination

The parties agree not to discriminate against any prospective seller or lessor because of the person's race, color, religion, national origin, sex ancestry, age, marital status, physical or mental handicap, familial status or other class protected by Article 3 of the Illinois Human Rights Act. The parties agree to comply with all applicable federal, state, and local fair housing laws.

Entire Agreement

This Apartment Lease and any attachments constitute the complete and entire agreement between the parties hereto and no oral statements made shall be binding upon either party. It being understood and agreed that this

Apartment Lease may be notified only in writing signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Apartment Lease on the date before written.

MANAGEMENT
By: Cathy Pa

RESIDENT
By: Joni Up Snipes

By: _____

Date: AUGUST 11TH, 2017

SWARTZ PROPERTIES
950 W. PERSHING ROAD
217-877-8703

July 16, 2018

Toni Snipes
615 W, Prairie
Apartment #1
Decatur, IL 62522

According to our records, your current lease is set to expire on August 31, 2018. GOOD NEWS! There is no rent increase at this time!

Your options are listed below. **Please choose ONE option and return this paperwork to our office by July 31, 2018.**

_____ Option #1 – You can stay in possession of your rental and sign a one-year lease renewal. By signing a new lease, your rent cannot be raised during this period of time. If you choose this option please let us know and a lease renewal will be sent to you. **The lease renewal must be signed and returned to our office to be valid.**

Option #2- You can stay in possession of your apartment on a month to month lease. **You must remember to give a written 30 day notice before moving out.**

Signature and Date

Toni Snipes
Signature and Date

7/30/18

_____ Option #3 – You can move out of your rental on August 31, 2018. **You must give us a 30-day written notice and this notice must be received in our office no later than July 31, 2018**. If we do not receive written notice by July 31, 2018 you will automatically go month-to-month which will require that you give a WRITTEN 30 day notice to move out any time in the future, and you will owe rent for the full 30 day notice.

Signature and Date